

COTTONWOOD HEIGHTS

RESOLUTION No. 2009-10

A RESOLUTION APPROVING AN INTERLOCAL AGREEMENT WITH MURRAY CITY FOR USE OF MURRAY CITY POLICE TRAINING FACILITY

WHEREAS, UTAH CODE ANN. §11-13-101, *et seq.* (the “*Interlocal Cooperation Act*”) provides that any two or more public agencies may enter into agreements with one another for joint or cooperative action following the adoption of an appropriate resolution by the governing body of each participating public agency; and

WHEREAS, Murray City Corporation (“*Murray*”) and the city of Cottonwood Heights (the “*City*”) are public agencies for purposes of the Interlocal Cooperation Act; and

WHEREAS, Murray owns and operates a police training facility at 136 West Vine Street, Murray, Utah (the “*Facility*”); and

WHEREAS, the City desires to use the Facility for public safety training purposes; and

WHEREAS, Murray has consented to allow the City’s public safety personnel to use the Facility on the terms and conditions specified in the “Interlocal Agreement for Use of the Murray City Police Training Facility” (the “*Agreement*”) submitted by Murray to the City for approval and signature; and

WHEREAS, the city council (the “*Council*”) of the City met in regular session on 24 March 2009 to consider, among other things, approving the City’s entry into the Agreement; and

WHEREAS, the Council has reviewed the form of the Agreement, a photocopy of which is annexed hereto; and

WHEREAS, the city attorney of the City has approved the form of the Agreement as required by *Utah Code Ann.* §11-13-202.5(3); and

WHEREAS, after careful consideration, the Council has determined that it is in the best interests of the health, safety and welfare of the City’s residents to approve the City’s entry into the Agreement as proposed in order to make efficient use of the City’s resources;

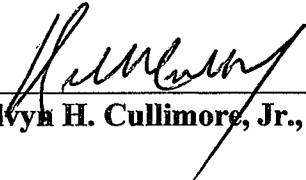
NOW, THEREFORE, BE IT RESOLVED by the city council of Cottonwood Heights that the attached Agreement with Murray is hereby approved, and that the City’s mayor and recorder are authorized and directed to execute and deliver the Agreement on behalf of the City.

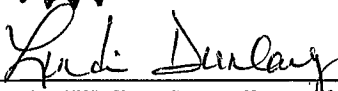
This Resolution, assigned no. 2009-10, shall take effect immediately upon passage.

PASSED AND APPROVED this 24th day of March 2009.

COTTONWOOD HEIGHTS CITY COUNCIL



By 
Kelvyn H. Cullimore, Jr., Mayor


Linda W. Dunlavy, Recorder

VOTING:

Kelvyn H. Cullimore, Jr.	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>
Gordon M. Thomas	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>
J. Scott Bracken	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>
Don J. Antczak	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>
Bruce T. Jones	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>

DEPOSITED in the office of the City Recorder this 24th day of March 2009.

RECORDED this 4th day of March 2009.

WST\CH\520183.1

INTERLOCAL AGREEMENT

for use of the Murray City Police Training Facility

This Interlocal Agreement is made between Murray City ("Murray") and city of Cottonwood Heights ("Cottonwood Heights"), both Utah governmental agencies, pursuant to the Interlocal Cooperation Act, UCA Section 11-13-1, et seq.

WHEREAS, Murray owns and operates a police training facility ("the Facility") at 136 West Vine Street, Murray, Utah; and

WHEREAS, Murray is willing to allow Cottonwood Heights public safety and investigation personnel to use the Facility under the terms and conditions described in this Agreement.

NOW, THEREFORE, in consideration of the covenants described herein, the parties agree as follows:

1. Murray agrees to allow public safety personnel employed by Cottonwood Heights to use the Facility at 136 West Vine Street, Murray, Utah subject to the following conditions:

A. Cottonwood Heights affirmatively represents that its public safety personnel who will use the facility will be doing so only at the direction of their employer Cottonwood Heights, and solely as employees of Cottonwood Heights.

B. Cottonwood Heights affirmatively represents that at all times during their presence in the training facility, Cottonwood Heights public safety employees will be covered by Workers Compensation insurance in accordance with State law.

C. The availability of the facility for use by Cottonwood Heights public safety personnel shall be determined solely by Murray.

1. Cottonwood Heights public safety personnel shall schedule dates for use of the Facility with Murray. Cottonwood Heights may cancel and reschedule dates pursuant to subsection G below.

2. Murray reserves the right to reschedule days Cottonwood Heights has scheduled to use the Facility in order to accommodate Murray's needs. Murray shall give Cottonwood Heights as much prior notice of any such rescheduling as may be reasonably possible under the circumstances.

D. A Cottonwood Heights firearms training instructor in charge of other officers using the Facility shall be present at all times when Cottonwood Heights public safety personnel are present in the Facility.

1. Murray will supply an operator to run the live fire and laser range systems. Cottonwood Heights will be assessed a cost of \$50 per hour for the live fire, and \$35 per hour for the laser range. Cottonwood Heights must supply their own instructors.

2. The outdoor training part of the Facility shall be provided at no cost, pursuant to scheduling conditions addressed above.

3. Special circumstances, including new officer qualifications or weapon testing, will continue to be allowed at no cost, subject to scheduling conditions addressed above.

E. Cottonwood Heights agrees to provide Murray a release of liability in the form set forth in Exhibit A, attached hereto, for each Cottonwood Heights employee who will be on the Facility premises during the period of this Agreement; and, further, that a Cottonwood Heights employee who has not executed the release of liability shall not be allowed to use the Facility.

F. Cottonwood Heights agrees to use its best efforts to assure that its personnel using the Facility comply with the Procedures for the Murray Police Training Center, attached as Exhibit B; and, further, that failure to comply with these procedures is grounds to refuse Cottonwood Heights further use of the Facility.

G. Cottonwood Heights agrees to pay Murray a user fee of \$175 for each date scheduled for its use of the Facility. Payment is due 30 days from the date of invoice.

1. Cottonwood Heights agrees to provide Murray with 48 hours notice of cancellation of any scheduled date. Failure to provide such notice will result in Cottonwood Heights being liable for the \$175 user fee as though they had used that scheduled date.

2. Should Cottonwood Heights cancel a scheduled date without providing 48 hours cancellation notice, and thereafter reschedule another date for use of the Facility, Cottonwood Heights shall pay \$200 for that rescheduled date.

3. There will be no additional fee for a rescheduled date if Cottonwood Heights complies with and provides the 48 hours of notice described above.

H. Damage to the Premises. Cottonwood Heights shall be responsible for repair of any and all damages to premises, including the building, furnishings, fixtures, or equipment caused by its employees using the training facility, normal wear and tear excluded.

2. Duration. This Agreement shall continue for one year from the effective date hereof. Thereafter, this Agreement shall remain in effect for successive one-year periods until it is terminated as provided in section 3 below.

3. Termination. Either party may terminate this Agreement upon 30 days written notice to the other, which notice may be served personally upon or mailed, first-class mail, to the respective chief of police.

4. Indemnity. Each of the parties are governmental entities under the "Governmental Immunity Act of Utah" (UTAH CODE ANN. §63G-7-101, *et seq.*) (as amended from time to time, the "*Immunity Act*"). Consistent with the terms of the Immunity Act, and as provided herein, it is mutually agreed that each of the parties is responsible and liable for its own wrongful or negligent acts which are committed by it or by its agents, officials, or employees. Neither party waives any defenses otherwise available under the Immunity Act nor does any party waive any limits of liability now or hereafter provided by the Immunity Act. Subject to the foregoing, Cottonwood Heights shall defend, indemnify, save and hold harmless Murray, including its elected and appointed officers, and employees, from and against any and all demands, liabilities, claims, damages, actions, or proceedings, in law or equity, including reasonable attorney's fees and costs of suit, relating to or arising from use by Cottonwood Heights (or its employees or agents) of the Facility and its performance, or failure to perform, its duties under this Agreement. Similarly, subject to the foregoing, Murray shall defend, indemnify, save and hold harmless Cottonwood Heights, including its elected and appointed officers, and employees, from and against any and all demands, liabilities, claims, damages, actions, or proceedings, in law or equity, including reasonable attorney's fees and costs of suit, relating to or arising from Murray's performance, or failure to perform, its duties under this Agreement.

5. Attorney fees. In the event of breach by one of the parties of the agreements hereto, it is agreed that the non-breaching party shall be entitled to reasonable attorney's fees and all costs of court incurred in the enforcement of this agreement.

DATED this ____ day of _____, 2009.

MURRAY CITY CORPORATION:

COTTONWOOD HEIGHTS:

Daniel C. Snarr, Mayor

Kelvyn C. Cullimore, Jr., Mayor

ATTEST:

ATTEST:

City Recorder

City Recorder

APPROVED AS TO FORM:

Murray City Attorney's Office

By: _____



Wm. Shane Topham,
Cottonwood Heights City Attorney

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